

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2018-310-T

In re:

Application of JMS Worldwide, LLC
for Approval of Use of an
Electronic Bill of Lading and to Amend
Tariff to Provide Binding Estimates

APPLICATION

JMS Worldwide, LLC (“JMS” or “Company”) applies to the Public Service Commission of South Carolina (“Commission”) under S.C. Code Regs. §§ 103-162, 103-190, and 103-823, and other applicable rules and regulations of the Commission for authority to use an electronic bill of lading and to amend its tariff to allow it to provide customers binding estimates for the cost of moves. In support of this petition, JMS respectfully provides the following information.

JMS is a limited liability company organized under the laws of the state of South Carolina and authorized to do business in South Carolina. The correct legal name and address of JMS is JMS Worldwide, LLC, 2818-A Industrial Avenue, North Charleston, SC 29045.

The Company’s undersigned counsel is authorized to receive notices and communications regarding this application.

Application for Approval of Electronic Bill of Lading Procedure

Each shipment by a household goods motor carrier must be accompanied by the bill of lading “or some other procedure authorized by the Commission” under S.C. Code Regs. 103-162. JMS seeks approval of the electronic bill of lading procedure as an “other procedure.”

The Commission’s regulations require motor carriers of household goods to issue and deliver to the shipper a bill of lading or other documentation approved by the Commission and to maintain copies of the bills of lading for a minimum of three years. S.C. Code Regs. 103-158. Regulation 102-159 outlines the information to be included in bills of lading. JMS’s electronic bill of lading will contain the same information as the bill of lading submitted with the application for approval of the Company’s Class E Certificate, and the proposed procedure is virtually the same as the one approved by the Commission in Order No. 2016-159, Docket 2015-197-T. If the Commission approves JMS’s application, it will only begin use of the electronic bill of lading after the ORS has reviewed it and reports to the Commission on its compliance with applicable regulations.

The process to be used by JMS to issue an electronic bill of lading begins once a shipper schedules a move. JMS will send the shipper a confirmation email of the move date that contains a link to the electronic bill of lading, so the shipper can review and confirm the proposed valuation coverage. JMS’ truck drivers will use an electronic device (handheld or other) that can access the electronic copy of the bill of lading while they are transporting shipments. An electronic copy of the bill of lading is provided to the customer via email before the shipment is loaded. If the customer does not use email, the bill of lading will be completed during the shipment on a handheld electronic device. The client will sign the bill of lading electronically using a stylus.

Customers who do not have access to email to obtain an electronic bill of lading will be

provided with a paper copy prior to loading the shipment. Customers will receive a copy before starting the move. If a customer is provided an electronic bill of lading, the customer can print the bill of lading if they desire. Within forty-eight hours of completion of the move, the invoice and another copy of bill of lading are emailed to the shipper. The hard copy of the invoice and another copy of the bill of lading can be mailed if the customer requests.

JMS will retain a database of the electronic bills of lading at its office for a minimum of three years as required by S.C. Code Reg. 103-158. This database and its printed contents will be available for review and inspection by the Office of Regulatory Staff.

JMS submits that use of the electronic bill of lading will help it timely and accurately deliver information regarding a customer's move and will assist JMS in ensuring the accurate calculation of the costs of a move at the time of completion.

Application to Amend Tariff - Binding Estimates

JMS requests permission to amend its tariff so it may provide its customers with binding estimates as described herein.

JMS's current practice is to provide customers with estimates of the cost of a move. The actual cost of the move is computed according to the authorized charges in JMS's tariff at the time of delivery. All shipments are sent C.O.D as customary in the moving business. Sometimes, the actual cost of the move will vary from the initial estimate. Under these circumstances, JMS understands that the Commission's regulations, specifically S.C. Code Reg. 103-198, do not allow it to vary from the tariffed rates. JMS may not honor its initial estimate. The Company would like to change this practice and therefore requests permission to amend its tariff so it may provide binding estimates.

The proposed amendment to JMS's tariff, attached as Exhibit A to this Application would allow JMS to provide binding estimates in virtually the same manner as allowed for interstate movers of household goods. *See* 49 C.F.R. § 375.403. A mover who provides a binding estimate must honor the estimate unless there is a change in the scope of work at the time of the move, unforeseen circumstances require additional services, or impracticable operations require additional labor and equipment. The binding estimate is attached to and made an integral part of the bill of lading.

Unforeseen circumstance may be encountered after the bill of lading is issued and the move is initiated. Under those circumstances, the company will inform the customer of the additional costs and services, and the customer will be given the option of amending the estimate and the bill of lading before any additional services are rendered. The customer will be given at least one hour to determine whether he wants the additional services performed.

Movers may also encounter "impracticable operations" that make it physically impossible to perform pickup or delivery with its normally assigned road-haul equipment so that the mover must use specialized equipment and/or additional labor to complete pickup or delivery of the shipment. A mover may require payment of additional charges for services required due to impracticable operations but may not require payment of more than 15% of the estimated cost of the move at the time of delivery. The rest will be billed to the customer with payment due in 30 days.

JWS proposes to provide the binding estimate to its customers with a form substantively similar to the one attached as Exhibit B to this application. The form will either be provided in paper or electronic format.

Use of the binding estimate is allowed under the Commission's regulations. Estimates will be computed according to JMS's approved tariffed rates. Estimates will be provided to customers in a uniform manner without any undue preference to a particular person, port, gateway, locality or description of traffic. S.C. Code Reg. 103-197. Because JMS will use an approved binding estimate, there will be no impermissible variation in charges. S.C. Code Reg. 103-198. If additional services are required by the customer or due to impracticable operations, the customer will be billed for those charges. *Id.*¹

JMS submits that binding estimates will serve the public interest. The Company's customers will know in advance how much they will pay for a move. Changes to the estimate will only be made under specific circumstances which will be clearly explained on the estimate form. When a departure from the binding estimate is required without the written consent of the customer, the most the customer will be required to pay at the point of delivery is 115% of the estimated cost. The balance will be due in 30 days, giving the customer time to contest the charges if she desires to do so.

Binding estimates are also consistent with the federal regulatory scheme and the proposed provisions are a simplified version of the federal regulations. Therefore, the concept a binding estimate may be familiar to a customer who has moved household goods between states.

¹ However, if the Commission does find that using a binding estimate could cause a variation in JMS's tariffed rates and charges, JMS would respectfully request the Commission grant an exception as allowed by the regulations. *Id.*

WHEREFORE, and for good cause shown, JMS respectfully requests approval from the Commission to use an electronic bill of lading for its household goods moves in South Carolina and to amend its tariff as proposed herein.

Respectfully submitted,

/s/ Charles L.A. Terreni

Date: September 26, 2018

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EXHIBIT A
PROPOSED AMENDMENT TO TARIFF

Proposed Amendment to JMS Worldwide LLC Tariff:

Replace existing Section 2.13, Estimates, and replace with the following:

2.13 Binding Estimates

2.13.1 Before JMS Worldwide, LLC executes an order for service for a shipment of household goods for a customer, it will provide a binding written estimate of the total charges for the move.

2.13.2 A binding estimate is an agreement made in advance with the customer. It guarantees the total cost of the move based upon the quantities and services shown on the estimate, which shall be based on the physical survey of the household goods, if required. The binding estimate will indicate that JMS Worldwide, LLC and the customer are bound by the charges.

2.13.3 JMS Worldwide, LLC will conduct a physical survey of the household goods to be transported and provide a prospective customer with a written estimate, based on the physical survey, of the charges for the transportation and all related services. However, JMS Worldwide, LLC may elect not to conduct a physical survey if:

2.13.1 If the household goods are located beyond a 50-mile radius of the location of the household goods motor carrier's agent preparing the estimate.

2.13.2 The Customer elects to waive the physical survey. The waiver agreement is subject to the following requirements:

(i) It must be in writing;

(ii) It must be signed by JMS Worldwide, LLC before the shipment is loaded; and

(iii) JMS Worldwide, LLC must retain a copy of the waiver agreement as an addendum to the bill of lading.

2.13.4 JMS Worldwide, LLC will determine charges for any accessorial services such as elevators, long carries, etc., before preparing the binding estimate and the bill of lading. If JMS Worldwide, LLC fails to ask the customer about such charges and fail to determine such charges before preparing the order for service and the bill of lading, it will deliver the goods for the estimated cost and bill the customer after 30 days for the additional charges, except that JMS Worldwide, LLC may collect at delivery charges for impracticable operations as defined herein that do not exceed 15 percent of all other charges due at delivery.

2.13.5 JMS Worldwide, LLC and the customer must sign the estimate of charges. JMS Worldwide, LLC will provide a dated copy of the estimate of charges to the customer at the time JMS Worldwide, LLC signs the estimate. A copy of each binding estimate will be included as an attachment to be made an integral part of the bill of lading and a copy of the binding estimate will be provided in writing with the bill of lading to the customer or other person responsible for payment of the freight charges.

2.13.6 Before loading a household goods shipment, and upon mutual agreement of both JMS Worldwide, LLC and the customer, JMS Worldwide, LLC may amend an estimate of charges. JMS Worldwide, LLC will not amend the estimate after loading the shipment.

2.13.7 If it appears a customer has tendered additional household goods or requires additional services not identified in the binding estimate, JMS Worldwide, LLC is not required to honor the estimate. If an agreement cannot be reached as to the price or service requirements for the additional goods or services, JMS Worldwide, LLC is not required to service the shipment. However, if JMS Worldwide, LLC does service the shipment, before loading the shipment it will do one of the following things:

2.13.7.1 Reaffirm its binding estimate.

2.13.7.2 Negotiate a revised written binding estimate accurately listing, in detail, the additional household goods or services.

2.13.8 If JMS Worldwide, LLC believes additional services are necessary to properly service a shipment after the bill of lading has been issued, JMS Worldwide, LLC will inform the customer what the additional services are before performing those services. JMS Worldwide, LLC will allow the customer at least one hour to determine whether the customer wants the additional services performed.

If the customer agrees to pay for the additional services, JMS Worldwide, LLC will execute a written attachment to be made an integral part of the bill of lading contract and have the customer sign the written attachment. This may be done through fax transmissions; e-mail; overnight courier; or certified mail, return receipt requested. JMS Worldwide, LLC will bill the customer for the additional services with the balance due 30 days from delivery. If the customer does not agree to pay the additional services,

If the customer does not agree to pay the additional services, JMS Worldwide, LLC will perform only those additional services that are required to complete the delivery and bill the individual shipper for the additional services after 30 days from delivery, except that JMS Worldwide, LLC may collect at delivery charges for impracticable operations, as provided herein, that do not exceed 15 percent of all other charges due at delivery.

2.13.9 If the customer requests additional services after the bill of lading has been issued, JMS Worldwide, LLC must inform the customer in writing of the additional charges involved. JMS Worldwide, LLC may require full payment at destination for these additional services and for 100 percent of the original binding estimate.

2.13.10 The maximum amount JMS Worldwide, LLC will collect at the point of delivery is the exact binding estimate of the charges, plus charges for any additional services requested by the customer after the bill of lading has been issued and charges, if applicable, for impracticable operations as defined in JMS Worldwide, LLC's tariff. The maximum amount of charges for impracticable operations JMS Worldwide, LLC will collect on delivery is an amount equal to 15 percent of all other charges due at delivery. Additional costs will be billed to the customer with the balance due 30 days from delivery.

2.13.11 Impracticable Operations are conditions which make it physically impossible for JMS Worldwide, LLC to perform pickup or delivery with its normally assigned road-haul equipment so that JMS Worldwide, LLC is required to use specialized equipment and/or additional labor to

complete pickup or delivery of your shipment. JMS Worldwide, LLC may require payment of additional charges for services required due to impracticable operations, even if the customer does not request these services.

2.13.12 JMS Worldwide, LLC will retain a copy of the binding estimate for each move it performs and keep it as an attachment to be made an integral part of the bill of lading contract in accordance with the Commission's rules and regulations (S.C. Code Reg. 103-230).

2.13.13 JMS Worldwide, LLC will collect permissible charges in excess of 115% of a binding estimate by presenting a bill to the customer within 15 days (excluding Saturdays, Sundays, and Federal holidays) of the date of delivery of a shipment at its destination.

2.13.14 Nothing in this tariff or elsewhere shall require JMS Worldwide, LLC to perform any service at a place which is inaccessible or where the operation of vehicles or presence of personnel would subject either of them to unreasonable risk or loss or damage to life or property; such as but not limited to conditions of roads, riots, strikes, war, civil disturbances and all other conditions of unreasonable hazard. When for these reasons the carrier cannot perform pickup, delivery or other service, the vehicle will be made available at the nearest accessible point deemed reasonably safe for its operation and personnel thereon.

2.13.15. When a customer does not accept delivery at the nearest point of safe approach by JMS Worldwide, LLC's normal road equipment, JMS Worldwide, LLC may place the shipment or any portion thereof not possible to deliver, in the nearest public warehouse, at which time the shipment shall be deemed to be delivered and all charges accruing thus far thereon shall be due and payable immediately, Transportation charges for purposes of application of this rule shall be computed from original pickup to point where originally tendered for delivery, thence to public warehouse, upon a continuous mileage or hourly basis, whichever is applicable hereunder.

Amend Section 3.2. Terms of Payment as follows:

3.2 Terms of Payment

3.2.1 JMS Worldwide, LLC's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.2.2 ~~All charges are due upon receipt.~~ Driver will collect charges due under Section 2.1 prior to unload of goods at destination. If for any reason this matter is referred for collection, customer is responsible for all costs, including but not limited to agency fees, attorney fees, or forty percent of the amount of our claim, and court costs.

3.2.3 All returned checks and reversed credit card transactions will be immediately referred to the appropriate law enforcement agency for prosecution. Additional fees of 1 ½ per month charges on balances over 30 days or 18% annual percentage rate whichever is greater.

3.2.4 Payment forms may include, but are not limited to, cash, a certified check, a money order, a cashier's check, or bank wire.

JMS Worldwide, LLC

South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Date Approved: _____

Date Effective: _____

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Applicability of Tariff

Date Approved: _____

Date Effective: _____

JMS Worldwide, LLC**South Carolina Household Goods Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by JMS Worldwide, LLC. These services are furnished between points and places in statewide South Carolina.

Date Approved: _____

Date Effective: _____

SECTION 1**1.0 TRANSPORTATION CHARGES**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Basic service is billed at an hourly rate of \$99.00. Basic service includes two movers, trucking, transportation, and tools, one 24' moving truck, unlimited fuel, unlimited mileage, 100 moving pads, tie downs, moving dollies, lifting straps, basic insurance, and a 3k lb lift gate. Each additional employee requested will add an additional \$25 per hour. For example, a four man crew will be \$149.00 hourly. The billing time starts when the dispatched crew leaves the warehouse for the pickup location. The billing time ends when the crew arrives at the warehouse after all items are delivered from the truck. Last billed hour will be calculated according to quarter of hour if applicable.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$99.00
Three Men and a Truck	\$124.00
Four Men and a Truck	\$149.00
Each Additional Man	\$25.00 per man/per hour

1.2 Office Hours / Minimum Hourly Charges:

JMS Worldwide, LLC will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00am – 4:00pm. There will be additional charges for moving from storage to final delivery. All charges strictly certified funds prior to delivery. The charges will be at least a three hour minimum of the stated hourly rate.

Monday- Friday	Three-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

A mandatory three hour minimum charge will apply to all contracted services that are completed. After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment.

Date Approved: _____

Date Effective: _____

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

Pianos of any type, spas, engines, transmissions, refrigerators (full or empty), freezers (full or empty), vending machines (full or empty), restaurant or industrial equipment, or excessively heavy items of any kind will be a mandatory \$199.00 charge in addition to our hourly rate. A pass through of outside contractor charges and services will apply for any hiring of rigging or crane service, carpenter service, or ferry services, or any other service necessary to complete delivery if applicable. The approval, hiring and authorization of outside contractor services and its charges will be the shipper's responsibility and shall be added to the moving contract.

- Pool Tables- \$199
- Generators- \$199
- Gun cabinet - \$199
- Steel Gun Cabinet (in excess of 300 lbs.) - \$199
- Hot Tubs, Whirlpools - \$199
- Riding Lawnmowers (in excess of 300 lbs.) - \$199
- Freezers or Refrigerators full or empty - \$199
- Golf Carts - \$199
- Engines or transmissions - \$199
- Any items over 300 lbs

2.2 Elevator or Stair Carry

We will make every reasonable effort to complete delivery. We are not responsible if physical conditions or other special circumstances prevent completion. If we cannot deliver the goods in an ordinary way – by stairs or elevator – there will be an extra charge for hoisting, lowering, shuffling, or other labor or equipment necessary. We will charge our current hourly rate for waiting time caused by lack of sufficient elevator service or other causes beyond our control. If no authorized person is present to accept goods at the agreed time, or if orders and instructions are incomplete, we will deliver the goods at your risk and expense, using reasonable judgment. A pass through of outside contractor charges and services will apply for any hiring of rigging or crane service, carpenter service, or ferry services, or any

Date Approved: _____

Date Effective: _____

JMS Worldwide, LLC**South Carolina Household Goods Tariff**

other service necessary to complete delivery if applicable. The approval, hiring, and authorization of outside contractor services and its charges will be shippers' responsibility and shall be added to the moving contract.

2.3 Excessive Distance or Long Carry Charges

Excessive carry fee: \$99 (flight of stairs, elevator service, and/or distances greater than 50 feet per item.)

2.4 Pick Up and Delivery

JMS Worldwide, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing, Unpacking, and Inventory

2.5.1 JMS Worldwide, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials, including sales tax on the materials.

2.5.2 JMS Worldwide, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. JMS Worldwide, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.5.3 JMS Worldwide, LLC charges \$99.00 to inventory in addition to the hourly rate.

2.6 Piano Charges

JMS Worldwide, LLC charges \$199 for pianos.

2.7 Appliances

JMS Worldwide, LLC is not responsible for the electrical and/or mechanical function of pianos, computers, copiers, printers, television sets, radios, phonographs, clocks, refrigerators, washers and dryers, or any other instruments or appliance whether or not our employees pack them. JMS Worldwide, LLC recommends major appliances be serviced by a qualified service company.

2.8 Auto Transport

JMS Worldwide, LLC charges \$495.00 per auto transport.

Date Approved: _____

Date Effective: _____

2.9 Debris/Trash Removal

Debris and trash removal will be charged at the hourly rate based on the number of movers involved plus an additional \$150.00.

2.10 Additional Truck

Each additional 24' moving truck other than the one included in the hourly rate will be a charge of \$150.00 per truck per day. The tractor trailer will be a charge of \$250.00 per day.

2.11 Storage In Transit/ Holdover Fee

Holdover fee is \$150 per 24' truck per night up to 4 nights and/or \$250 per 40' trailer per night up to 4 nights. If storage in transit is longer than 4 nights, the storage charges will be billed monthly and determined by the warehouse lot dimensions in square feet. Storage in transit charges based on lot dimensions will be charged on the day of delivery into the warehouse and may be prorated. Storage charges are billed on the first of each consecutive month after delivery into the warehouse. Charges for monthly storage is as follows:

5X5 \$49	10X15 \$249
5X8 \$99 (oak wood vault)	10X20 \$299
5X10 \$99	10X30 \$399
7X10 \$125	15X30 \$499
5X15 \$149	20X30 \$599
10X10 \$199	

2.12 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of JMS Worldwide, LLC.

2.13 Estimates

No estimate will be binding and estimate services are free of charge. Charges for moving service may accrue to a larger amount than initially stated in the estimate whether verbal or written.

SECTION 3

Date Approved: _____

Date Effective: _____

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims must be made in writing within ten days from the date of final delivery and accompanied by paid receipt of all charges due to company. We have the right to inspect and repair allegedly damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, JMS Worldwide, LLC reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify JMS Worldwide, LLC immediately. No damage claims will be honored until the charges for moving services are paid in full. We are not responsible for the items the customer packs and unpacks.

3.2 Terms of Payment

- 3.2.1** JMS Worldwide, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.
- 3.2.2** All charges are due upon receipt. Driver will collect prior to unload of goods at destination. If for any reason this matter is referred for collection, customer is responsible for all costs, including but not limited to agency fees, attorney fees, or forty percent of the amount of our claim, and court costs.
- 3.2.3** All returned checks and reversed credit card transactions will be immediately referred to the appropriate law enforcement agency for prosecution. Additional fees of 1 ½ per month charges on balances over 30 days or 18% annual percentage rate whichever is greater.

3.3 Liability of Company

We are responsible only for our own negligence. We assume no liability of any kind of loss or damage to goods caused by moth or other infestation, rust, weather, dirt, mud, deterioration, Act of God, an act of governmental agency or public enemy, driveways, sidewalks, or bridges that cannot support the weight of our trucks and/or dollies, tree or landscape damage, or other causes beyond our control. We are not responsible for damage or breakage to items made of particle board, pressed wood, or MDF. We are not responsible for ordinary wear and tear. We are responsible for fragile articles only when our employees pack, move, and unpack them. We are not responsible for contents of drawers, containers, or

Date Approved: _____

Date Effective: _____

items of similar nature.

3.4 Insurance

Please be advised that the purchaser should obtain adequate insurance to protect them from loss or damage of goods. Additional valuation may be purchased for \$12.00 per \$1,000 of valuation up to \$250,000 per shipment.

3.5 Delivery of Service

Pickup and delivery of items, (ex. desk, dresser, armoire, copier, mattress & box spring set, etc.) within a 25 air mile radius of pickup location will be a one-time \$99.00 service fee. Two to three pieces is \$199, four to five pieces is \$299. If the delivery includes more than five pieces, a three hour minimum and hourly rates will apply.

3.6 Employee Breaks

Employees are entitled to a break to take necessary measures to constantly stay hydrated during work. They are permitted to make short telephone calls only if they are 100 paces from the jobsite or physically sitting in the cab of the delivery truck well away from any household goods.

3.7 Governing Publications

JMS Worldwide, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.8 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of JMS Worldwide Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.9 Booking and Cancellation Fee

A non-refundable one hour booking fee will apply to all customers who set up service with our company. The fee will be the hourly rate based on the number of movers hired. This fee will be deducted from the total amount of services on move day.

3.12.1 Cancellation of service will automatically forfeit the one hour booking fee to our company.

Date Approved: _____

Date Effective: _____

SECTION 4**4.0 Supply List**

Small Box 1.5 cu ft	\$3.00
Medium Box 3 cu ft	\$5.00
Large Box 4.5 cu ft	\$6.00
Extra Large Box 6 cu ft	\$8.00
Wardrobe Box	\$18.00
Packing paper Roll 25 lbs.	\$100.00
Packing tape roll	\$6.00
Shrink wrap roll	\$38.00
Furniture Pad	\$18.00
Bubble Wrap 100 sq ft	\$70.00
Mattress carton 39x75	\$20.00
Mattress carton 54x75	\$25.00
Mattress carton 81x80	\$35.00
Ratchet Straps	\$6.00
Crates	\$5.00/sq ft
Picture Box	\$12.00
TV Box 42X72	\$25.00
TV Box 55X82	\$30.00

Date Approved: _____

Date Effective: _____

EXHIBIT B
BINDING ESTIMATE FORM

Origin:			Destination:		
Customer			Contact Person (if different)		
Address			Address of Intermediate Stops		
City/State/Zip			Contact #		
Contact #			PAYMENT The customer and carrier agree that payment, at time of delivery, will be made by customer. List payment types:		
Packing Date	Agreed Pick-up Date	Agreed Delivery Date			

IMPORTANT NOTICE: A binding estimate covers only the articles and services listed. If you request additional services to complete the move or add articles to the inventory, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. The signed binding estimate will be attached to the bill of lading before shipment and will be made an integral part of that contract. The household goods mover may also require payment of charges for impracticable operations encountered after the bill of lading is signed, but may not demand payment of more than 115% of the binding estimate before releasing the household goods being moved.

SIGNATURE OF CUSTOMER _____ LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one option. <u>Basic value protection</u> I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item. <u>Replacement Cost Coverage with deductible</u> which includes a \$300 deductible paid by me. This option will cost \$_____. The value I declare must be at least \$5.00 times the net weight of the shipment. <u>Replacement Cost Coverage with no deductible</u> at a cost of \$_____. The value I declare must be at least \$5.00 times the net weight of the shipment. I declare a total lump sum value for this shipment at \$_____.		Estimated Costs of Services HOURLY RATED SHIPMENTS (55 miles or less) _____ Hours for _____ van(s) and _____ men @ _____ per hour \$_____ OVERTIME _____ personnel _____ hours @ \$_____ per hour \$_____ MILEAGE RATED SHIPMENTS (56 miles or more) _____ Miles _____ pounds @ _____ per pound \$_____ VALUATION CHARGES (choose one) 60 cents per pound per article _____ \$ <u>No Charge</u> Replacement cost, with \$300 deductible \$_____ at _____ per \$100 declared value \$_____ Replacement cost, with no deductible \$_____ at _____ per \$100 declared value \$_____ STORAGE _____ pounds @ \$_____ per 100 pounds, for each 30 days or fraction \$_____ Warehouse handling _____ pounds @ \$_____ per 100 pounds \$_____ Valuations \$_____ @ _____ per \$100 declared value \$_____ OTHER SERVICES & CHARGES _____ \$_____ _____ \$_____ _____ \$_____ <div style="text-align: right;">Subtotal \$_____</div>																																					
Estimate: THIS SHIPMENT IS MOVING UNDER A BINDING ESTIMATE. PLEASE READ IMPORTANT INFORMATION ON THE BACK OF THIS FORM FOR SPECIFIC TERMS AND CONDITIONS.		REMARKS: 																																					
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SIGNATURE OF CARRIER REPRESENTATIVE

SIGNATURE OF CUSTOMER

IMPORTANT INFORMATION ABOUT YOUR BINDING ESTIMATE

A binding estimate guarantees that you cannot be required to pay more than the amount on the estimate. However, if you add additional items to your shipment or request additional services, you and your mover may agree to abide by the original binding estimate or negotiate a new binding estimate.

If the mover does not give you a new binding estimate in writing, the original binding estimate is reaffirmed. Under these circumstances, your mover should not charge or collect more than the amount of the original binding estimate at delivery for the quantities and services included in the estimate.

If there are unforeseen circumstances (such as elevators, stairs, or required parking permits) at the destination the mover can bill you for these additional expenses after 30 days from delivery. Charges for services required as a result of impracticable operations (defined below) are due at delivery, but may not exceed 15 percent of all other charges due at delivery; any remaining charges will be billed to you with payment due in 30 days.

"Impracticable Operations" are conditions which make it physically impossible for the mover to perform pickup or delivery with its normally assigned road-haul equipment so that the mover is required to use specialized equipment and/or additional labor to complete pickup or delivery of your shipment. A mover may require payment of additional charges for services required due to impracticable operations even if you do not request these services.

If you are unable to pay 100 percent of the charges on a binding estimate, your mover may place your shipment in storage at your expense until the required charges (including the cost of the storage) are paid.

You will also be requested to pay the charges for any services that you requested (for example, waiting time, an extra pickup or delivery, storage) after the contract with your mover was executed that were not included in the estimate, and any charges for services performed in conjunction with impracticable operations, not to exceed 15 percent of all other charges due at delivery. Your mover will bill you after your shipment is delivered for any remaining services.